

REMARKS

Upon entry of this amendment, claims 1-3 and 5-39 will be pending. By this amendment, claims 1, 14, 19, 26, and 37 have been amended. No new matter has been added.

§103 Rejection of Claims 1-3 and 5-18

In Section 6 of the Office Action, claims 1-3 and 5-18 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Messerges et al. (U.S. Publication No. 20020157002; hereinafter referred to as “Messerges”) in view over Foster et al. (U.S. Publication No. 20030198351; hereinafter referred to as “Foster”) and in further view over Kontio et al. (U.S. Patent No. 7,421,411; hereinafter referred to as “Kontio”).

Amended claim 1 recites a method of presenting content data, comprising:

- (a) receiving at a server device a present request indicating locked content data from a client connected to a hub network,
- (b) wherein the server device is configured to set up the hub network including adding the client and the server device to the hub network,
- (c) wherein the server device is configured to function as a client in the hub network, and
- (d) wherein said locked content data is stored on the server device connected to the hub network;
- (e) checking a license corresponding to said locked content data to determine if said license permits said client to present said locked content data,
- (f) wherein said locked content data is a bound instance if said license permits presentation of said locked content data by said client connected to the hub network,

- (g) wherein the bound instance of said locked content data and the license corresponding to said locked content data are bound to the hub network, and
- (h) wherein said locked content data is changed to a discrete instance when said locked content data is to be moved to another server device bound to another hub network, and
- (i) the server device sends a disable request for the locked content data to clients of the hub network to indicate that the bound instance of the locked content data is changed to the discrete instance; and
- (j) presenting said locked content data through a presentation component connected to said client when said locked content data is a bound instance.

(emphasis and limitation designators added)

Regarding claim 1 generally, all of the arguments presented in the responses to the prior office actions are maintained, especially regarding limitations (b), (c), (d), and (h). However, in the interest of moving the prosecution along, limitation (i) has been added to claim 1.

Regarding limitations (h) and (i), they recite “wherein said locked content data is changed to a discrete instance when said locked content data is to be moved to another server device bound to another hub network, and the server device sends a disable request for the locked content data to clients of the hub network to indicate that the bound instance of the locked content data is changed to the discrete instance”. These limitations are disclosed in at least Paragraphs [0030] and [0135] of the publication of the present application (U.S. Publication No. 2004/0117619) as follows:

[0030] As discussed below, an instance that is compliant with hub network operation is in one of two exclusive states: discrete or bound. A discrete instance is independent

of any hub network and can be played or presented through any compliant device (according to the license of the discrete instance). However, a compliant device cannot make a usable copy of a discrete instance. A discrete instance includes locked content data and a discrete license. The locked content data of the discrete instance is referred to as the "discrete version" of the locked content data. ...

[0135] After the server receives the discrete request, the server causes the clients of the hub network to disable sub-copy versions of the corresponding bound instance, block 2515. The server sends a disable request to each of the members of the hub network, specifying for which bound instance sub-copy versions are to be disabled. Alternatively, the server sends the disable request to members that have sub-copy versions of the bound instance (e.g., as indicated through licenses sent to the clients). The clients receiving the disable request disable all sub-copy versions corresponding to the bound instance. By disabling a sub-copy version, compliant devices will not present or play the disabled sub-copy version. ...

Thus, limitations (h) and (i) state that when the locked content data is to be moved to another server device bound to another hub network, the locked content data is changed to a discrete instance, and the server device sends a disable request for the locked content data to the clients of the hub network to indicate that the bound instance of the locked content data is changed to the discrete instance.

The Office Action cites Kontio, column 34, lines 45-50, as showing at least limitation (h). The relevant passage of Kontio is recited here:

[col. 34, lines 45-50] When a compliant device makes a new copy for another device (e.g., during super-distribution), it may either report the copy to the clearinghouse by itself, or set a flag in the new voucher so that the receiving device will report it. Note that if the receiving device cannot report the copy, the voucher will be marked as disabled in that device.

Applicants respectfully disagree with the Examiner's characterization of how this paragraph teaches "content data is changed to a discrete instance," and that combined

with Messerges and Foster shows limitation (h) of claim 1. Even using liberal interpretation of the above passage, “a compliant device mak[ing] a new copy for another device” cannot be interpreted to mean that the locked content data is changed to a discrete instance when the locked content data is to be moved to another server device bound to another hub network, wherein a discrete instance is independent of any hub network and can be played or presented through any compliant device (according to the license of the discrete instance).

Claim 1 has been amended to add a further limitation that “the server device sends a disable request for the locked content data to clients of the hub network to indicate that the bound instance of the locked content data is changed to the discrete instance” (limitation (i)). This is done to disable sub-copy versions of the corresponding bound instance on the clients of the hub network. None of the cited prior art references (i.e., Messerges, Foster, and Kontio) teach or suggest this limitation.

Based on the foregoing discussion, claim 1 should be allowable over the combination of Messerges, Foster, and Kontio. Further, since independent claim 14 recites similar limitations as recited in claim 1, claim 14 should also be allowable over the combination of Messerges, Foster, and Kontio. Since claims 2-3, 5-13, and 15-18 depend from one of claims 1 and 14, claims 2-3, 5-13, and 15-18 should also be allowable over the combination of Messerges, Foster, and Kontio.

Accordingly, it is submitted that the rejection of claims 1-3 and 5-18 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 19-28

In Section 24 of the Office Action, claims 19-28 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Messerges in view over Russell et al. (U.S. Publication No. 20020069420; hereinafter referred to as “Russell”), in view of Foster, and in further view over Kontio.

Based on the foregoing discussion regarding claim 1, and since independent claims 19 and 26 recite similar limitations as recited in claim 1, claims 19 and 26 should also be allowable over the combination of Messerges, Foster, and Kontio. Further, Russell is merely cited for allegedly teaching “a main server containing copy of each content item”. Thus, claims 19 and 26 should be allowable over the combination of Messerges, Russell, Foster, and Kontio. Further, since claims 20-25 and 27-28 depend from claims 19 and 26, respectively, claims 20-25 and 27-28 should also be allowable over the combination of Messerges, Russell, Foster, and Kontio.

Accordingly, it is submitted that the rejection of claims 19-28 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 29-39

In Section 35 of the Office Action, claims 29-39 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Messerges in view over Foster, and in further view over Kontio, in view of Russell, and in further view of Peinado et al. (U.S. Publication No. 20030217011; hereinafter referred to as “Peinado”).

Based on the foregoing discussion regarding claim 19 and 26, and since

independent claim 37 recites similar limitations as recited in claims 19 and 26, claim 37 should also be allowable over the combination of Messerges, Russell, Foster, and Kontio. Further, Peinado is merely cited for allegedly teaching that “a license store may be embodied in any other form so long as the license store performs the function of storing license in a location convenient for the DRM”. Thus, claims 26 and 37 should be allowable over the combination of Messerges, Russell, Foster, Kontio, and Peinado. Further, since claims 29-36 and 38-39 depend from claims 26 and 37, respectively, claims 29-36 and 38-39 should also be allowable over the combination of Messerges, Russell, Foster, Kontio, and Peinado.

Accordingly, it is submitted that the rejection of claim 29-39 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

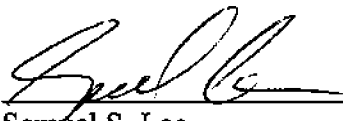
Conclusion

In view of the foregoing, applicants respectfully request reconsideration of claims 1-3 and 5-39 in view of the remarks and submit that all pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Respectfully submitted,

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